REMARKS

In accordance with the foregoing, claim 10 has been amended to improve clarity and to overcome the outstanding rejection under 35 U.S.C. §101. Accordingly, entry of the amendments to claim 10 is respectfully sought. No new matter is presented in the foregoing amendments, approval and entry of same is respectfully requested.

The Examiner has also rejected claim 11 under 35 U.S.C. §101. However, Applicants note that claim 11 depends from claim 9, which has not been rejected under 35 U.S.C. §101.

Claims 1-5, 7, and 9-14 stand rejected under 35 U.S.C. §102(a) as being anticipated by either Payne et al. or Johnson et al. In accordance with the following remarks, the rejection is respectfully traversed.

Payne et al. relates to a network sales system including at least one buyer computer, at least one merchant computer, and at least one payment computer. The buyer computer is programmed to receive a user request for purchasing a product and to cause a payment message to be sent to the payment computer. The payment computer is programmed to receive the payment message to cause an access message to be created. This access message is then sent to the merchant computer. The merchant computer is programmed to receive the access message and to cause the product to be sent to the user desiring to buy the product. *The foregoing description taken from the Abstract.* The description at column 5, lines 35-40, sets forth a duration time included as part of a payment URL. The duration time represents the length of time for which access to the product is to be granted to the user after completion of the purchase transaction. In other words, it indicates how long the user has to download the software once the sale has been approved. The duration time does not indicate how long the user can use the product. This can be understood by looking at the expiration time, described at lines 35-42, representing

the deadline beyond which the particular payment URL cannot be used. Looking at column 6, it can be seen that later in the process, the payment computer checks the settlement database to determine whether the user has unexpired access to the main identifier contained in the payment URL. In other words, the payment computer determines whether or not the URL has expired based upon the duration time and expiration time contained in the payment URL.

At no time is the payment URL encoded upon a CD-ROM, or other computer readable medium utilized by the purchaser. Further, the payment URL does not indicate a time during which the purchaser can use the software he purchased.

Looking at independent claim 1, a terminal is claimed having a period reading means for "reading a period stored on a content medium indicating a period of time during which a content on the content medium can be served. A serving means serves the content "when said comparing means judges that the present time falls within the sales period." In accordance with claim 1, the period is stored on the content medium, which in a preferred embodiment is the CD-ROM contained at a user's computer. Thus, the effective term of the medium itself is written on the medium. The process to determine whether or not the content is presented, i.e., served, by the computer is performed within the computer itself. The present invention reduces loads on network license servers and network communications apparatus.

Independent claim 1 is directed towards a storage device storing a content including a period concerning the content and a program executed by the computer. The program reads the period, generates present time data indicating a present time and compares the period with the present time. Once again, Payne et al. does not set forth storing the period on the storage device containing the content being sold. Newly amended claim 10 also includes the limitations that the content and period data are on the same storage medium along with the program causing the computer

to refuse access to the content if the present date falls outside of the time period indicated by the period data. Similarly, claim 12 also notes that the program, period and content are on a disk as does claims 13 and 14.

Accordingly, Applicants respectfully request the Examiner withdraw his rejection to the claims based upon Payne et al.

Johnson et al. discloses a network license server which controls access to software programs. The network license server grants access to software programs through an end user who has obtained a license from the network. Figure 2, element 106, does show an expiration, however, the record shown in Figure 2 is "a graphic representation of the data stored by a license database connected to the license server." *See column 2, lines 44-45.* Thus, as in Payne et al., the expiration date is not stored on the same medium as the content, such that the user must access the license database via the network to get this time period, thereby increasing traffic on the network. Conversely, each of the independent claims clearly sets forth that the time period is stored with the content and the program for utilizing the time period on a single medium. Accordingly, Applicants respectfully request the Examiner withdraw his rejection to the claims based upon Johnson et al.

By way of summary, Applicants respectfully note that each of the outstanding rejections are set forth under 35 U.S.C. §102(a), which requires that each and every element of the claim be present in the cited reference. As noted above, neither reference contains any indication that the period dates (which, as noted above, are not particularly the same as the period dates claimed in the presently claimed invention) are stored with the content being sold and the program for comparing the date to provide access to the content. Accordingly, neither Payne et al. nor Johnson et al. set forth each and every element of the claimed invention, such that rejections under 35 U.S.C. §102 cannot be sustained.

In accordance with the foregoing it is respectfully submitted that all outstanding objections and rejections have been overcome and/or rendered moot. And further, that all pending claims patentably distinguish over the prior art, taken in any proper combination. Thus, there being no further outstanding objections or rejections, the application is submitted as being in condition for allowance which action is earnestly solicited.

If the Examiner has any remaining informalities to be addressed, it is believed that prosecution can be expedited by the Examiner contacting the undersigned attorney for a telephone interview to discuss resolution of such informalities.
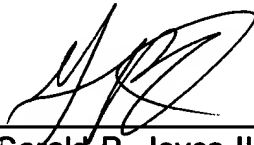
If any further fees are required in connection with the filing of this Amendment, please charge same to our Deposit Account No. 19-3935.

Respectfully submitted,

STAAS & HALSEY

Date: <u>August 10, 1998</u>

By:

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